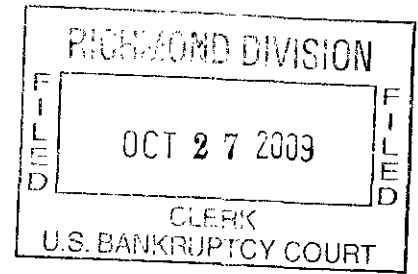


IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
(Richmond Division)



In re: )  
 )  
CIRCUIT CITY STORES, INC, *et al.* ) Case No.: 08-35653-KRH  
 ) Chapter 11  
 ) (Jointly Administered)

**RESPONSE TO OBJECTION AND REQUEST FOR HEARING BY  
CREDITOR EXPRESS PERSONNEL SERVICES, INC.**

To: **VIA FEDEX**

Clerk of the Bankruptcy Court  
United States Bankruptcy Court  
701 East Broad Street—Room 4000  
Richmond, VA 23219

Creditor EXPRESS PERSONNEL SERVICES, INC (“Claimant”), by and through its counsel, hereby requests, pursuant to 11 U.S.C. §503(b)(1)(i) and 11 U.S.C. §507(a)(4), hereby responds to the Debtors’ Forty-Second Omnibus Objection seeking to disallow and/or modify Claim Number: 12388 and Surviving Claim Number: 13954. In support of this Response, Claimant respectfully states as follow:

**FACTUAL BASIS FOR ADMINISTRATIVE EXPENSE AND PRIORITY CLAIM**

(1) On or about October 3, 2007, Claimant entered into a Master Vendor Agreement for personnel services with Debtor (“Vendor Agreement”). The Vendor Agreement is attached hereto as Exhibit “1”.

(2) Under the Vendor Agreement, Claimant served as a provider of personnel services for certain of Debtor’s location. In return for Claimant’s services, Debtor agreed to pay Claimant in accordance with the pricing set forth in Appendix “A” of the Vendor Agreement.

(3) Claimant invoiced Debtor weekly and payment terms were next sixty (60) days following receipt of Claimant's invoice.

(4) Claimant provided personnel services to Debtor from October 2008 through January 2009.

(5) Claimant provided personnel services during the Administrative Period, for which Claimant has not received payment due in the amount of \$924.80 and is due wages in the amount \$13,175 earned 180 days prior to the filing of the bankruptcy petition.. See Invoice Summary Spreadsheet attached hereto as Exhibit "2" and Invoices attached hereto as Exhibit "3".

#### **LEGAL BASIS FOR ADMINISTRATIVE EXPENSE**

Personnel services provided by Creditor is an administrative expense, in that Creditor has a right to an equitable remedy for breach of performance because such breach gives rise to a right to payment, under the terms of the Vendor Agreement. Personnel services provided by Claimant constitute a claim for payment of wages incurred as actual, necessary costs and expenses of preserving the estate rendered after the commencement of the case. *See* 11 U.S.C. §503(b)(1)(i). The personnel services provided by Claimant after commencement of this bankruptcy were necessary in allowing Debtor to continue to operate and its stores to function. The personnel services supplied by Claimant enhanced the ability of the Debtor-in-possession's business to function as a going concern. *See In re: Colorado Place Limited Partnership, Debtor*, 2002 Bankr. LEXIS 2000, U.S. Bankruptcy Court, N.D. Texas (Case No. 01-34326-SAF-7); *See also In re: Emerald Cove Villas, Debtor*, 2006 Bankr. LEXIS 4006, U.S. Bankruptcy Court, M.D. Fl. (Case No. 6:06-bk-00456-ABB, Chapter 11) (personnel expenses recoverable as administrative expenses incurred in connection with protecting and preserving assets of the estate); *See also*

*Fountain Bay Mining Co., Debtor*, 46 B.R. 122; 1985 Bankr. LEXIS 6800, US. Bankruptcy Court, W.D VA. (Case No. 7-82-01609).

Debtor's continued use of Claimant's personnel services post-petition preserved the assets of the estate and allowed Debtor to continue business. *See In re: Merry-Go-Round Enterprises, Inc., Debtor*, 180 F.3d 149, 157 (4th Cir. 1999). Accordingly, Claimant is entitled to an allowable administrative expense claim pursuant to 11 U.S.C. §503(b)(1)(i), which is entitled to priority under 11 U.S.C. §507(a)(2).

WHEREFORE, Claimant hereby requests payment of its administrative expense in the amount of **\$924.80** for post-Petition personnel services provided by Claimant, which allowed Debtor to function as an on-going business. Claimant requests that the Court overrules Debtor's Forty-Second Omnibus Objection as it relates to the above-referenced Claim number and Surviving Claim number.

**LEGAL BASIS FOR AMOUNT CLAIMED AS PRIORITY  
UNDER 11 U.S.C. §507(a)(4)**

Claimant also requests the statutory cap of \$10,950 as an amount claimed for wages earned an individual 180 days prior to the date of filing of the petition. See 11 U.S.C. §507(a)(4). As indicated in Exhibit "3", Claimant is owed \$13,175 as payment for providing personnel services to Debtor from October 6, 2008 through November 9, 2008. This period is within the 180-day window. Claimant has already paid wages to individual employees who provided personnel services to Debtor for this period. Under the terms of the Vendor Agreement, Debtor is obligated to reimburse Claimant those wages.

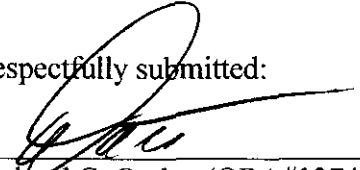
WHEREFORE, Claimant further requests payment of its administrative expense/priority claim in the amount of **\$10,950** for wages earned within 180 days prior to the filing of bankruptcy petition. Claimant requests that the Court overrules Debtor's Forty-Second

Omnibus Objection as it relates to the above-referenced Claim number and Surviving Claim number.

Dated: October 26, 2009

Respectfully submitted:

By:

  
Richard C. Ogden (OBA#13749)  
Martin Allen Brown (OBA#18660)  
**Mulinix Ogden Hall**  
**Andrews & Ludlam, PLLC**  
210 Park Avenue, Suite 3030  
Oklahoma City, OK 73102  
(405) 232-3800 (Phone)  
(405) 232-8999 (Fax)

ATTORNEYS FOR EXPRESS  
PERSONNEL SERVICES, INC.


**CERTIFICATE OF MAILING**

This is to certify that on this 26th day of October, 2009, the foregoing was mailed, via FEDEX to the following, to wit:

Gregg M. Galardi  
Ian S. Fredericks  
Skadden, Arps, Slate, Meagher, & Flom, LLP  
One Rodney Square  
P.O. Box 636  
Wilmington, DE 19899-0636

Dion W. Hayes  
Douglass M. Foley  
McGuireWoods, LLP  
One James Center  
901 E. Cary Street  
Richmond, VA 23219

Chris L. Dickerson  
Skadden, Arps, Slate, Meagher & Flom, LLP  
155 North Wacker Drive  
Chicago, IL 60606

  
Martin Allen Brown

### MASTER VENDOR AGREEMENT

This MASTER VENDOR AGREEMENT, ("Agreement") made this 3rd day of October 2007, by and between EXPRESS PERSONNEL SERVICES, INC. ("Supplier"), maintaining an office at 3903 N. Harrison, Shawnee, OK. 74804, and CIRCUIT CITY STORES, INC., ("Client") maintaining its principal place of business at 9950 Mayland Drive, Richmond, VA 23233-1464.

#### RECITALS

Whereas, Supplier is a leading provider of such personnel to businesses;

Whereas, Client has a continuing need for supplemental personnel; and

Whereas, Client desires to engage Supplier as a provider of personnel services for certain of Client's locations.

Now, therefore, for and in consideration of the mutual promises contained herein, the parties agree as follows:

#### 1. SERVICES DESCRIPTION & PRICING

A. A description of the services (position summary and skill requirements) that Client may request, and Supplier agrees to provide, hereunder is set forth in Appendix B attached hereto and made a part hereof. Supplier will assign its employees to perform agreed upon services for Client at the Client location(s) and for the pricing set forth in Appendix A attached hereto and made a part hereof. Mark-up for any positions not covered in Appendix B will be ~~10%~~

The Appendices may be amended from time to time upon the parties' mutual agreement. The terms of this Agreement, including the pricing structure, are confidential and proprietary to Supplier and Client. Neither party will disclose the terms of this Agreement, as the same may be amended from time to time, without the other party's prior written consent. This nondisclosure obligation shall survive any termination of this Agreement.

B. Supplier will offer an annual volume-based rebate on all invoices that are paid within 60 days. The rebate will be based on 12 months from the start date of the contract. The rebate will be paid in the form of a check and will be paid thirty (30) days after the one year anniversary date of execution of this agreement.

_____	_____
_____	_____
_____	_____
_____	_____

In addition to the services described in Appendix B, Supplier will, at Client's specific request (per temporary worker), provide services described below, at the fees set forth below or the prices set forth in Appendix A.

employees. As the employer of such assigned employees, Supplier will (i) maintain all necessary personnel and payroll records for such employees; (ii) calculate their wages and withhold taxes and other government mandated charges, if any; (iii) remit such taxes and charges to the appropriate government entity; (iv) pay net wages and fringe benefits, if any (i.e., vacation and holiday pay), directly to such employees; (v) provide for liability and fidelity insurance as specified in Section 10 below; and (vi) provide workers' compensation insurance coverage in amounts as required by law.

#### C. SATISFACTION GUARANTEE

Supplier warrants that the employees it assigns to Client will satisfactorily perform the services ordered by Client and will have the skill set required for such services, as described in Appendix B. If services provided by employee(s) are not performed satisfactorily for any reason, Supplier will remove the unsatisfactory employee from Client's premises upon Client's request and replace the employee within a reasonable time frame, defined as not more than two (2) business days. For all positions outlined on Appendix B, if notice is given within the first 8 hours of the start of an assignment, Supplier agrees to cancel the charges for those hours (maximum of 8 hours). For any new positions, if notice is given with the first 8 hours of the start of an assignment, Supplier agrees to cancel the charges for those hours (maximum of 8 hours). This Agreement will in no way affect the right of Supplier, in its sole discretion as employer, to hire, assign, reassign, discipline and/or terminate its own employees. As the employer of the supplied employee, it is understood that Supplier is the only entity to notify and remove its employees from assignments with Client, but Client reserves the right, at anytime, with or without cause, to require any individual on its premises, including employees provided to Client by Supplier, to leave Client's premises. In such event, Client will endeavor to notify Supplier prior to such removal.

#### D. REPORTING

Supplier shall provide specialized reports to Client on the dates and in the forms reasonably requested by Client. Included will be information such as temporary associate name and reporting department, start date, end date and total hours along with the Direct Labor Rate (hereafter "DLR") and mark up %. In addition, Supplier will provide a quarterly report with temp contractor quality and reliability metrics.

### 3. SUPPLIER'S RESPONSIBILITIES

#### A. COMPLIANCE

In connection with the performance of this Agreement, Supplier will comply with all federal, state and local laws, rules, regulations, and orders, to the extent applicable to Supplier including, but not limited to, the Fair Labor Standards Act, the Immigration Reform and Control Act and all equal employment opportunity statutes.

#### B. EMPLOYEES ON ASSIGNMENT

The employees assigned to Client under this Agreement shall remain employees of Supplier. Supplier's employees shall not be entitled to participate in any of Client's employee benefit plans, including pension, 401(k), profit sharing, retirement, deferred compensation, welfare, insurance, disability, bonus, vacation pay, severance pay, and other similar plans, programs, and agreements, whether reduced to writing or not. As a condition of their assignment to Client, Supplier will require its employees to acknowledge in writing the application of the terms of this Section.

**C. CLIENT WORK RULES**

Supplier agrees to comply, and shall ensure that its employees, agents and subcontractors also comply, with Client's rules and regulations governing access to and conduct on Client's property (including but not limited to rules governing security, equipment and supplies, work equipment and training and health and safety), as the same may be communicated by Client to Supplier from time to time.

**D. CONFIDENTIALITY**

Supplier recognizes that from time to time, employees of Supplier while performing services hereunder may see or hear information considered confidential by Client. Supplier agrees to take all necessary precautions to safeguard and protect such information. Supplier further agrees that it will secure from each and every Supplier employee assigned to perform services under this Agreement the employee's agreement to hold Circuit City's business and proprietary information in confidence and to disclose or use such information only for purposes permitted by this Agreement and not for his or her personal gain. Supplier will also secure the employee's acknowledgment that a breach of such agreement will result in his or her removal from performing services under this Agreement. Notwithstanding the above, Supplier affirms its liability with respect to breaches of this section by its employees.

**E. WORKER ELIGIBILITY**

Supplier hereby warrants that each temporary worker who provides services to Client hereunder is a U.S. Citizen or a foreign professional with a current work authorization that enables the temporary worker to legally work within the United States for the required length of service, as approved by the Bureau of Citizenship and Immigration Services. Supplier shall maintain I-9 forms for all such temporary workers as required by applicable federal and state law.

**4. CLIENT'S RESPONSIBILITIES**

**A. GENERALLY**

(1) The services to be performed by employees provided by Supplier will be performed subject to the direction, supervision, and control of Client. Client will provide Supplier's employees with (i) a suitable work place and office equipment which complies with applicable safety and health standards, statutes, and ordinances; (ii) all necessary information, training and safety equipment with respect to hazardous substances; and (iii) adequate instructions, assistance, supervision and time to perform the services requested of them.

(2) Where a Supplier employee is assigned to perform work involving any of Client's computer systems, Client will be responsible for maintaining a current backup copy of any data associated with those systems. Client agrees to use Supplier's employees only in the capacities for which Client has requested them.

(3) It is understood that Client reserves the right to utilize the services of individuals other than Supplier personnel for temporary employment purposes. Supplier shall have no responsibility for such personnel unless provided by Supplier hereunder.

**B. COMPLIANCE**

In connection with the performance of this Agreement, Client will comply with all applicable laws, regulations, and orders, including, but not limited to, equal employment opportunity laws and regulations and occupational safety and health legislation.

**C. WORK FOR HIRE**

All work performed by Supplier's employees for Client or on Client's premises constitutes work made for hire, and Client will be the exclusive owner of all rights, including copyrights and patents, to all materials (in both preliminary and finished form) developed or produced by Supplier's employees working on behalf of Client. Upon request by Client, Supplier shall require each employee on assignment under this Agreement to execute all documentation necessary for Client to prepare appropriate filings to establish and protect Client's interest in such employee's work product.

**5. PAYMENT FOR SERVICES**

In consideration of Supplier's performance, Client will pay Supplier in accordance with the pricing set forth in Appendix A. Supplier will invoice Client weekly at the notice address set forth in Section 16 below or at any other address that Client designates. Payment terms will be net sixty (60) days following receipt of Supplier's invoice. In the event of termination of this Agreement, Client will pay Supplier promptly for services performed up to the time of termination, subject to any adjustments pending or otherwise permitted hereunder. Supplier time cards signed by a Client representative (as provided for in Section 7 below) will be conclusive as to the number of compensable hours worked by each Supplier employee assigned to Client.

**6. TERMINATION**

This Agreement shall continue for a term of 3 years after the date hereof unless either party serves written notice of its intent to terminate this Agreement. Either party may terminate this Agreement for convenience upon 30 days' written notice to the other party. Each party reserves the right, however, to terminate this Agreement immediately in the event of a material breach of this Agreement that is not cured within thirty (30) days of written notice by the non-breaching party giving sufficient description of such breach. In the event of termination, this Agreement will continue to govern the parties' rights and obligations with respect to services performed prior to termination. In addition, provisions of this Agreement that are meant to survive termination or expiration, shall survive.

**7. DOCUMENTATION OF TIME WORKED & RIGHT TO AUDIT**

Client agrees to approve and sign documentation of time worked presented to it by Supplier's employees, and to designate one or more representatives of Client to sign the documentation on behalf of Client.

For a period of at least two (2) years following either the termination of this Agreement or the respective specific service period per terminated employee, whichever is later, Supplier shall maintain accounting records reasonably necessary to allow verification by Client of all charges therefor billed to Client hereunder. Client shall have the right, upon seven (7) days advance notice to Supplier, to audit Supplier's records for such purposes. Such audit shall be at Client's own expense and performed during Supplier's normal business hours.



#### 8. EMPLOYEE OVERTIME

Except as otherwise specified, the pricing provided in Appendix A presumes that all assigned employees are "nonexempt" as that term is defined in the Fair Labor Standards Act. The pricing provided in Appendix A does not contemplate nonexempt Supplier employees working overtime. If such employees work more than forty (40) hours in any one Supplier work week (seven consecutive twenty-four-hour periods as established by the local Supplier office), Client will pay Supplier for the additional hours at a rate of one and one-half times the employee's straight-time bill rate (the overtime bill rate). In jurisdictions in which other overtime or double time obligations are imposed by statute or regulation, Supplier will bill Client at the bill rate for overtime that Supplier must pay its employees. Hours, if any, required to be paid at premium rates will be performed only at the specific prior request of Client, and must be evidenced by the time cards referred to in Section 7 above.

#### 9. WORKERS COMPENSATION AND LIABILITY INSURANCE

Supplier will, at its own expense, provide and keep in full force and effect during the term of this Agreement the following kinds and minimum amounts of insurance with an insurance carrier authorized to do business in the United States and having a rating of "A-" or better by A.M. Best Company and a Financial Size Category of at least Class VIII:

- A. Workers' compensation statutory coverage as required by the laws of the jurisdiction in which the services are performed;
- B. Employer's liability insurance with a limit of not less than \$1,000,000 per accident;
- C. Commercial automobile liability insurance with a \$1,000,000 combined single limit on vehicles owned, leased, or rented by Supplier while performing under this Agreement;
- D. Commercial general liability insurance, including personal injury blanket contractual liability and broad form property damage, with a \$2,000,000 combined single limit per occurrence;
- E. Crime insurance covering loss to Client caused by theft or forgery by any temporary worker supplied by Supplier with limits of \$1,000,000 per occurrence. Such insurance shall include Depositor's Forgery Coverage.
- F. Excess umbrella liability insurance with limits of at least \$5,000,000.

All policies except for (A) and (B) above shall name Circuit City Stores, Inc. as an "Additional Insured for liability imposed on Circuit City due to the acts or omissions of Supplier". A certificate of insurance meeting the above requirements will be delivered to Circuit City (i) upon execution of this Agreement, (ii) upon renewal of the insurance policy and annually thereafter, and (iii) upon reasonable request.

Supplier will provide client with an alternate employer endorsement to its workers' compensation insurance policy. This endorsement applies only to bodily injury to Supplier employees while in the course of temporary employment by the alternate employer. As an alternate employer, Supplier will reimburse the alternate employer for the benefits required by the workers compensation law if Supplier is not permitted to pay the benefits directly to the person entitled to them.

#### 10. INDEMNIFICATION BY SUPPLIER

Supplier will indemnify, defend, and hold harmless Client and its respective directors, officers, employees, and agents from and against any and all demands, claims, actions, losses, judgments, costs and expenses (including reasonable attorney fees) (collectively "Damages") imposed upon or incurred by Client to the extent arising out of any of the following:

- A. Supplier's failure to comply with applicable laws, regulations or orders;

- B. any negligent act or omission or intentional misconduct on the part of Supplier, its officers, directors, employees (including its employees on assignment with Client) or agents, within the scope of their employment, provided Supplier's indemnity obligation will be limited to property damage, bodily injury and wrongful death;
- C. breach of any obligation of Supplier contained in this Agreement; or
- D. added alternate employer above.

Supplier's obligation to indemnify and hold Client harmless will not apply to the extent any Damages, except the payment of workers' compensation benefits, are the sole result of any negligent act or omission or intentional misconduct of Client, its officers, directors, employees or agents.

#### 11. INDEMNIFICATION BY CLIENT

Client will indemnify, defend, and hold harmless Supplier and its directors, officers, employees and agents from and against all Damages imposed upon or incurred by Supplier, other than for job-related bodily injury or death of Supplier's employees on assignment to Client, to the extent arising out of any of the following:

- A. Client's failure to comply with applicable laws, regulations or orders;
- B. any negligent act or omission or intentional misconduct on the part of Client, its officers, directors, employees or agents, provided Client's indemnity obligation will be limited to property damage, bodily injury and wrongful death; or
- C. breach of any obligation of Client contained in this Agreement.

In the event any of Express' employees' job duties involve access to valuable property of any type or nature, including, but not limited to cash, securities, credit charges, account numbers, etc., then Express' Cash Handling Agreement must be signed by the Client before any such services are rendered.

In the event any of Express's employees are to drive any vehicles or drive any motorized equipment, Express' Vehicle/Motorized Mobile Equipment Indemnity Agreement will have to be executed by the Client prior to said employees being allowed access to said vehicles or motorized equipment.

Client's obligation to defend, indemnify and hold Supplier harmless will not apply to the extent any Damages are caused by any negligent act or omission or intentional misconduct of Supplier, its officers, directors, employees, or agents except as provided above.

#### 12. NOTIFICATION OF INDEMNIFIABLE CLAIMS

Client and Supplier agree (a) to notify each other in writing of any asserted claim as soon as practicable, but in no event later than ten (10) business days of either discovery of the occurrence upon which the claim may be based or learning of the claim through court papers, whichever occurs second, and (b) to permit Supplier or Client, as the case may be, to defend the claim at the option of the party against whom the claim is asserted, with counsel acceptable to such other party, which consent will not be unreasonably refused.

#### 13. PERMITS AND LICENSES

Each party, at its own respective expense, will maintain in effect during the term of this Agreement any and all federal, state, and/or local licenses and permits which may be required with respect to the respective business in which each party is engaged.

#### 14. FORCE MAJEURE

Supplier will not be responsible for failure or delay in assigning its employees to Client if the failure or delay is due to labor disputes and strikes, fire, riot, war, acts of God or any other causes beyond the reasonable control of Supplier.

15. NOTICES

Any notices, consents or other communications required or permitted under this Agreement must be in writing (including telecommunications) and delivered personally or sent by telex, telecopy or other wire transmission (with request for assurance in a manner typical with respect to communication of that type), overnight air courier (postage prepaid), registered or certified mail (postage prepaid with return receipt requested), addressed as follows:

If to Supplier: Express Personnel Services, Inc.  
3903 N. Harrison  
Shawnee, OK 78404  
Attn: Vonda L. Wolfe

If to Client: Circuit City Stores, Inc.  
Attn: Procurement Department  
9934 Mayland Drive  
Richmond, VA 23233-1464

With a copy to: Circuit City Stores, Inc.  
Attn: Legal Department/Commercial  
9930 Mayland Drive  
Richmond, VA 23233-1464

Unless otherwise stated in this Agreement, notices, consents or other communications will be deemed received (a) on the date delivered, if delivered personally or by wire transmission; (b) on the next business day after mailing or deposit with an overnight air courier; or (c) three (3) business days after being sent, if sent by registered or certified mail.

16. GOVERNING LAW

This Agreement will be governed by and construed in accordance with internal laws of the Commonwealth of Virginia, without reference to choice of laws, rules or principles.

17. SECTION HEADINGS

The Section headings of this Agreement are for the convenience of the parties only and in no way alter, modify, amend, limit, or restrict the contractual obligations of the parties.

18. SEVERABILITY; WAIVER; SURVIVABILITY

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any delay or waiver by a party to declare a breach or seek any remedy available to it under this Agreement or by law will not constitute a waiver as to any past or future breaches or remedies. Any respective obligations of Supplier or Client hereunder, as applicable, which by their nature would continue beyond termination (regardless of reason) of this Agreement shall survive such termination.

19. ASSIGNMENT

Supplier may use secondary vendors to fulfill any or all of its obligations hereunder only with securing Client's consent (provided Supplier shall remain liable for the acts and omissions of any such secondary vendor), and Client may assign this Agreement upon notice to Supplier. This Agreement will be binding upon the parties hereto, and their respective successors and permitted assigns.

20. INDEPENDENT CONTRACTOR

In its performance of this Agreement, Supplier will at all times act in its own capacity and right as an independent contractor, and nothing contained herein may be construed to make Supplier an agent, partner, or joint venturer of Client. Neither Supplier nor its employees will have any claim to Client's revenues from their work.

21. ENTIRE AGREEMENT

This Agreement, including the attached Appendices, is the entire understanding and agreement between the parties with respect to the subject matter covered, and all prior agreements, understandings, covenants, promises, warranties, and representations, oral or written, express or implied, regarding the subject matter hereof and not incorporated in this Agreement are superseded. Any written contract or agreement between the parties pursuant to which Supplier provides temporary help services to Client is hereby terminated and superseded by this Agreement. This Agreement may not be amended or supplemented in any way except in writing, dated and signed by authorized representatives of both parties.

22. LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE WHETHER OR NOT SUCH LOSS OR DAMAGE IS CAUSED BY THE FAULT OR NEGLIGENCE OF SUCH PARTY, ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS, PROVIDED, THAT THIS EXCLUSION OF LIABILITY SHALL NOT APPLY WHERE A PARTY OWES A DUTY OF INDEMNIFICATION HEREUNDER OR TO DAMAGES OCCASIONED BY A PARTY'S ACTS OF GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each to have the full force and effect of an original, by their respective duly authorized representatives all as of the day and year first shown above.

SUPPLIER:  
EXPRESS PERSONNEL SERVICES, INC.  
By: [Signature]  
Name: Vagdy Khatib  
Title: SR Regional Mgr  
Date: 10/15/07

CLIENT:  
CIRCUIT CITY STORES, INC.  
By: [Signature]  
Name: Larry Fay  
Title: VP Distribution  
Date: 10/15/07

Acct No	Acct Name	Inv No	Inv Date	Gross Amount	Open Amount	
19830008	Circuit City	97115580	10/8/2008	\$2,178.00	\$2,178.00	
19830008	Circuit City	97115581	10/8/2008	\$200.60	\$200.60	
19830008	Circuit City	97138735	10/13/2008	\$2,315.40	\$2,315.40	
19830008	Circuit City	97157360	10/20/2008	\$1,938.00	\$1,938.00	
19830008	Circuit City	97177908	10/27/2008	\$1,968.80	\$1,968.80	
19830008	Circuit City	97198203	11/3/2008	\$1,577.60	\$1,577.60	
19830008	Circuit City	97218382	11/10/2008	\$2,998.80	\$2,998.80	\$13,175.00
19830008	Circuit City	97237531	11/17/2008	\$2,764.20		
19830008	Circuit City	97237532	11/17/2008	\$6,038.40		
19830008	Circuit City	97258566	11/24/2008	\$4,451.18		
19830008	Circuit City	97258567	11/24/2008	\$13,882.20		
19830008	Circuit City	97275418	12/1/2008	\$3,322.34		
19830008	Circuit City	97275419	12/1/2008	\$20,335.63		
19830008	Circuit City	97275420	12/1/2008	\$8,722.76		
19830008	Circuit City	97292930	12/8/2008	\$1,345.03		
19830008	Circuit City	97292931	12/8/2008	\$5,335.68		
19830008	Circuit City	97292932	12/8/2008	\$72.75		
19830008	Circuit City	97311198	12/15/2008	\$2,308.24		
19830008	Circuit City	97311199	12/15/2008	\$1,360.00		
19830008	Circuit City	97329446	12/22/2008	\$3,517.76		
19830008	Circuit City	97329447	12/22/2008	\$3,070.78		
19830008	Circuit City	97347586	12/29/2008	\$1,227.40		
19830008	Circuit City	97347587	12/29/2008	\$1,856.40		
19830008	Circuit City	97362016	1/5/2009	\$340.00	\$340.00	
19830008	Circuit City	97362016	1/5/2009	\$584.80	\$584.80	
					\$14,099.80	

EXHIBIT

2



**OFC**

Page: 1 of 1

## summary

**\$200.60**

**\$200.60**

*Express offers total client care, professional search, HR services and employment solutions at all levels.*

**DUPLICATE**

**Express**<sup>SM</sup>  
EMPLOYMENT PROFESSIONALS

Account Number	19830008
Invoice Number	97115581-7
Invoice Date	10/06/2008
Amount Due	\$200.60
Due Date	10/16/2008

Please make check payable to Express Services, Inc.

**Circuit City**  
1901 Cooper Drive  
Ardmore, OK 73401

**Express Services, Inc.**  
P. O. Box 269011  
Oklahoma City, OK 73126

*Please return this portion with your payment*

**Hoodwinked! Beware of the Fake!**

00020060



Circuit City

OFC

EMPLOYMENT PROFESSIONALS

Payroll related services, please pay from this invoice.  
1983-38 Account # 19830008

Invoice Date 10/13/2008  
Invoice Number 97136735-4

Page: 1 of 1

Circuit City

Hicks, Jeciaro Finese

B333 - Shipping - Days

10/12/2008 Regular Time 28.50 hours @ \$13.60 per hour

\$387.60

Joe, Michael Lee

B333 - Shipping - Days

10/12/2008 Regular Time 20.75 hours @ \$13.60 per hour

\$282.20

Johnson, Terron Cartez

B333 - Shipping - Days

10/12/2008 Regular Time 19.00 hours @ \$13.60 per hour

\$258.40

Means, Meldon Jessie

B333 - Shipping - Days

10/12/2008 Regular Time 28.25 hours @ \$13.60 per hour

\$384.20

Moore, Ray A

B333 - Shipping - Days

10/12/2008 Regular Time 19.00 hours @ \$13.60 per hour

\$258.40

Phan, Anthony Thanh

B333 - Shipping - Days

10/12/2008 Regular Time 26.50 hours @ \$13.60 per hour

\$360.40

Stevenson, Yusef

B333 - Shipping - Days

10/12/2008 Regular Time 28.25 hours @ \$13.60 per hour

\$384.20

Invoice Total

\$2,315.40

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Account Number	19830008
Invoice Number	97136735-4
Invoice Date	10/13/2008
Amount Due	\$2,315.40
Due Date	10/23/2008

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Payroll related services, please pay from this invoice.  
1983-38 Account # 19830008

Invoice Date 10/20/2008 Page: 1 of 1  
Invoice Number 97157360-5

Circuit City

Joe, Michael Lee

B333 - Shipping - Days

10/19/2008 Regular Time 18.25 hours @ \$13.60 per hour

item summary

\$248.20

Johnson, Terron Cartez

B333 - Shipping - Days

10/19/2008 Regular Time 26.00 hours @ \$13.60 per hour

\$353.60

Means, Meldon Jessie

B333 - Shipping - Days

10/19/2008 Regular Time 25.75 hours @ \$13.60 per hour

\$350.20

Moore, Ray A

B333 - Shipping - Days

10/19/2008 Regular Time 26.00 hours @ \$13.60 per hour

\$353.60

Phan, Anthony Thanh

B333 - Shipping - Days

10/19/2008 Regular Time 26.00 hours @ \$13.60 per hour

\$353.60

Stevenson, Yusef

B333 - Shipping - Days

10/19/2008 Regular Time 20.50 hours @ \$13.60 per hour

\$278.80

Invoice Total \$1,938.00

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Account Number 19830008  
Invoice Number 97157360-5  
Invoice Date 10/20/2008  
Amount Due \$1,938.00  
Due Date 10/30/2008

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Payroll related services, please pay from this invoice.  
1983-38 Account #19830008

Invoice Date 10/27/2008  
Invoice Number 97177906-1

Page: 1 of 1

	item	summary
Circuit City		
Hernandez, Lazaro		
B333 - Shipping - Days		
10/26/2008 Regular Time 23.25 hours @ \$13.60 per hour	\$316.20	
Johnson, Terron Cartez		
B333 - Shipping - Days		
10/26/2008 Regular Time 18.75 hours @ \$13.60 per hour	\$255.00	
Means, Meldon Jessie		
B333 - Shipping - Days		
10/26/2008 Regular Time 23.50 hours @ \$13.60 per hour	\$319.60	
Moore, Ray A		
B333 - Shipping - Days		
10/26/2008 Regular Time 25.75 hours @ \$13.60 per hour	\$350.20	
Phan, Anthony Thanh		
B333 - Shipping - Days		
10/26/2008 Regular Time 26.75 hours @ \$13.60 per hour	\$363.80	
Stevenson, Yusef		
B333 - Shipping - Days		
10/26/2008 Regular Time 26.75 hours @ \$13.60 per hour	\$363.80	
<b>Invoice Total</b>		<b>\$1,968.60</b>

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DUPLICATE



Account Number 19830008  
Invoice Number 97177906-1  
Invoice Date 10/27/2008  
Amount Due \$1,968.60  
Due Date 11/06/2008

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Payroll related services, please pay from this invoice.  
1983-38 Account # 19830008

Invoice Date 11/10/2008  
Invoice Number 97218382-6

Page: 1 of 2

	item	summary
Circuit City		
Bond, Steven		
B333 - Shipping - Days		
11/09/2008 Regular Time 23.00 hours @ \$13.60 per hour	\$312.80	
Hernandez, Lazaro		
B333 - Shipping - Days		
11/09/2008 Regular Time 36.75 hours @ \$13.60 per hour	\$499.80	
Johnson, Terron Cartez		
B333 - Shipping - Days		
11/09/2008 Regular Time 29.25 hours @ \$13.60 per hour	\$397.80	
Means, Meldon Jessie		
B333 - Shipping - Days		
11/09/2008 Regular Time 29.50 hours @ \$13.60 per hour	\$401.20	
Moore, Ray A		
B333 - Shipping - Days		
11/09/2008 Regular Time 29.25 hours @ \$13.60 per hour	\$397.80	
Phan, Anthony Thanh		
B333 - Shipping - Days		
11/09/2008 Regular Time 24.25 hours @ \$13.60 per hour	\$329.80	
Qualls, Joseph Dewayne		
B333 - Shipping - Days		
11/09/2008 Regular Time 22.50 hours @ \$13.60 per hour	\$306.00	
Stevenson, Yusef		
B333 - Shipping - Days		
11/09/2008 Regular Time 26.00 hours @ \$13.60 per hour	\$353.60	

Continued on Page 2

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Account Number 19830008  
Invoice Number 97218382-6  
Invoice Date 11/10/2008  
Amount Due \$2,998.80  
Due Date 11/20/2008

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1983-38 Account # 19830008

Invoice Date 11/03/2008  
Invoice Number 97198203-8

Page: 1 of 1

	item	summary
Circuit City		
Hernandez, Lazaro		
B333 - Shipping - Days		
11/02/2008 Regular Time 21.75 hours @ \$13.60 per hour	\$295.80	
Johnson, Terron Cartez		
B333 - Shipping - Days		
11/02/2008 Regular Time 15.25 hours @ \$13.60 per hour	\$207.40	
Means, Meldon Jessie		
B333 - Shipping - Days		
11/02/2008 Regular Time 20.75 hours @ \$13.60 per hour	\$282.20	
Moore, Ray A		
B333 - Shipping - Days		
11/02/2008 Regular Time 21.25 hours @ \$13.60 per hour	\$289.00	
Phan, Anthony Thanh		
B333 - Shipping - Days		
11/02/2008 Regular Time 21.25 hours @ \$13.60 per hour	\$289.00	
Stevenson, Yusef		
B333 - Shipping - Days		
11/02/2008 Regular Time 15.75 hours @ \$13.60 per hour	\$214.20	
Invoice Total		\$1,577.60

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Account Number 19830008  
Invoice Number 97198203-8  
Invoice Date 11/03/2008  
Amount Due \$1,577.60  
Due Date 11/13/2008

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Payroll related services, please pay from this invoice.  
1983-38 Account # 19830008

Invoice Date 11/10/2008  
Invoice Number 97218382-6

Page: 2 of 2

item

summary

Invoice Total

\$2,998.80

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DUPLICATE



Account Number	19830008
Invoice Number	97218382-6
Invoice Date	11/10/2008
Amount Due	\$2,998.80
Due Date	11/20/2008

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Payroll related services, please pay from this invoice.  
1983-38 Account #19830008

Invoice Date 1/05/2009  
Invoice Number 97362015-6

Page: 1 of 1

	item	summary
Circuit City		
Bond, Steven		
B333 - Shipping - Days		
1/04/2009 Regular Time 6.25 hours @ \$13.60 per hour	\$85.00	
Chaney Jr, Donald Dale		
B333 - Shipping - Days		
1/04/2009 Regular Time 6.25 hours @ \$13.60 per hour	\$85.00	
Cothren, Brandon Wayne		
B333 - Shipping - Days		
1/04/2009 Regular Time 6.25 hours @ \$13.60 per hour	\$85.00	
Qualls, Joseph Dewayne		
B333 - Shipping - Days		
1/04/2009 Regular Time 6.25 hours @ \$13.60 per hour	\$85.00	
<b>Invoice Total</b>		<b>\$340.00</b>

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DUPLICATE



Account Number 19830008  
Invoice Number 97362015-6  
Invoice Date 1/05/2009  
Amount Due \$340.00  
Due Date 1/15/2009

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1983-38 Account # 19830008

Invoice Date 1/05/2009  
Invoice Number 97362016-4

Page: 2 of 2

item

summary

Invoice Total

\$584.80

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2

DUPLICATE



Account Number 19830008  
Invoice Number 97362016-4  
Invoice Date 1/05/2009  
Amount Due \$584.80  
Due Date 1/15/2009

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